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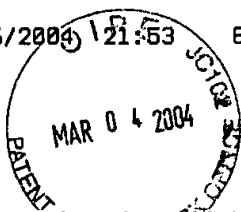
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ATTORNE

PTO/SB/82 (09-03)

Approved for use through 11/30/2005. OMB 0651-0035

U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

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**REVOCATION OF POWER OF
ATTORNEY WITH
NEW POWER OF ATTORNEY
AND
CHANGE OF CORRESPONDENCE ADDRESS**

Application Number	10/029,398
Filing Date	12/19/2001
First Named Inventor	WHITE
Art Unit	3714
Examiner Name	CAPRON, A.
Attorney Docket Number	20339.3

I hereby revoke all previous powers of attorney given in the above-identified application.

☐ A Power of Attorney is submitted herewith.

OR

☒ I hereby appoint the practitioners associated with the Customer Number: 25854

☒ Please change the correspondence address for the above-identified application to:

☒ The address associated with
Customer Number:

25854

OR

☐ Firm or
Individual Name ARNALL GOLDEN GREGORY LLP

Address 1201 WEST PEACHTREE STREET

Address SUITE 2800

City ATLANTA State GEORGIA Zip 30309

Country US

Telephone (404) 873-8500 Fax (404) 873-8501

I am the:

☐ Applicant/Inventor.

☒ Assignee of record of the entire interest. See 37 CFR 3.71.

Statement under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/96)

RECEIVED

MAR 08 2004

TECHNOLOGY CENTER R3700

SIGNATURE of Applicant or Assignee of Record

Name Charles H. Falls, Patent Counsel, Scientific Games Royalty Corporation

Signature Charles H. Falls

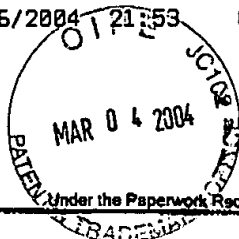
Date March 2, 2004 Telephone (770) 664-3700

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below.

☒ Total of 2 forms are submitted.

This collection of information is required by 37 CFR 1.36. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to take 3 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.



PTO/SB/06 (08-03)

Approved for use through 07/31/2006. OMB 0651-0031

U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

STATEMENT UNDER 37 CFR 3.73(b)Applicant/Patent Owner: Scientific Games Royalty CorporationApplication No./Patent No.: 10/029,398 Filed/Issue Date: 12/19/2001Entitled: METHODS AND SYSTEMS FOR CONDUCTING LOTTERY-TYPE GAMES WITH STRATEGY ELEMENTSScientific Games Royalty Corporationa corporation of Delaware

(Name of Assignee)

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or2. ☐ an assignee of less than the entire right, title and interest.

The extent (by percentage) of its ownership interest is _____ %

In the patent application/patent identified above by virtue of either:

A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

OR

B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:1. From: INVENTOR To: ANCHOR GAMING

The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

2. From: ANCHOR GAMING To: IGT

The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

3. From: IGT To: SCIENTIFIC GAMES ROYALTY CORPORATION

The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.☒ Copies of assignments or other documents in the chain of title are attached.

(NOTE: A separate copy (i.e., the original assignment document or a true copy of the original document) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08)

RECEIVED
MAR 08 2004

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

March 2, 2004

Date

(770) 684-3700

Telephone number

Charles H. Falls

Typed or printed name

CHARLES H. FALLS

Signature

Patent Counsel

Title

TECHNOLOGY CENTER R&D

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P. O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

ASSIGNMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt, sufficiency and adequacy of which are hereby acknowledged, each undersigned ASSIGNOR does hereby:

SELL, ASSIGN AND TRANSFER to Anchor Gaming ("ASSIGNEE"), a corporation of the state of Nevada having a place of business at 815 Pilot Road, Suite G, Las Vegas, Nevada 89119, the entire right, title and interest for the United States and all foreign countries in and to any and all improvements which are disclosed in the Application for United States Letters Patent Serial No. 10/029,398 filed on December 19, 2001, and entitled **METHODS AND SYSTEMS FOR CONDUCTING LOTTERY-TYPE GAMES WITH STRATEGY ELEMENTS**, such application and all divisional, continuing, substitute, renewal, reissue and all other applications for patent or the legal equivalent thereof which have been or may be filed in the United States and all foreign countries relating to any of such improvements; all original, reexamined and reissued patents which have been or shall be issued in the United States and all foreign countries on such improvements; and specifically including the right to file foreign applications under the provisions of any convention or treaty and claim priority based on such application made in the United States;

AUTHORIZE the ASSIGNEE to apply for and receive any and all United States and foreign patents relating to such improvements in its own name;


AUTHORIZE AND REQUEST the issuing authority to issue any and all United States and foreign patents granted on such improvements to and in the name of the ASSIGNEE;

WARRANT AND COVENANT that no assignment, grant, mortgage, license or other agreement or encumbrance affecting the rights and property herein conveyed has been or will be made or entered into by the undersigned, and that the full right to convey the same as herein expressed is possessed by the undersigned;

COVENANT, when requested and at the expense of the ASSIGNEE, to carry out in good faith the intent and purpose of this assignment, to execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications relating to any and all such improvements; to execute all rightful oaths, declarations, assignments, powers of attorney and other papers; to communicate to the ASSIGNEE all facts and provide to the ASSIGNEE all documents and things known and accessible to the undersigned relating to such improvements and the history thereof, and testify as to the same in any interference, litigation or other proceeding relating thereto; and generally to do everything possible which the ASSIGNEE shall consider desirable for vesting title to such improvements in the ASSIGNEE, and to secure, maintain, defend and enforce valid and enforceable patent protection for such improvements;

AGREE AND ACKNOWLEDGE that the SALE, ASSIGNMENT AND TRANSFER of rights and property set forth herein is and shall be **IRREVOCABLE** and **BINDING** upon the heirs, assigns, representatives and successors of each undersigned **ASSIGNOR** and **EXTEND** to the successors, assigns and nominees of the **ASSIGNEE**.

ASSIGNOR:



Date 1-10-2002

Michael L. White

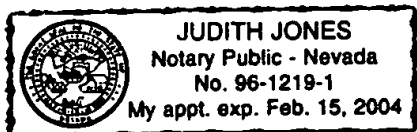
Residing at: 9039 Danesbury Court, Las Vegas, Nevada 89123

STATE OF NEVADA)

: ss.

COUNTY OF CLARK)

BEFORE ME, the undersigned authority, on this 10th day of January, 2002, personally appeared Michael L. White, personally known or proven by satisfactory documentary evidence to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same of his own free will for the purposes and consideration therein expressed.




Notary or Consular Officer

ASSIGNMENT AGREEMENT

This assignment agreement ("Assignment") is entered into the _____ day of _____, 2003 ("Effective Date") by and between subsidiary Anchor Gaming, a Nevada corporation ("Assignor") and parent IGT, a Nevada corporation ("Assignee"), both having a place of business at 9295 Prototype Drive, Reno, Nevada.

For good and valuable consideration sufficiently received the parties agree as follows:

As used herein, "Patent Rights" means the U.S. applications and patents listed in Attachment A and any continuations, continuations in part, divisions, reexaminations, reissues, substitutes, renewals or extensions thereof, and any related PCT or foreign applications or patents, in particular those listed in Attachment B, and any continuations, continuations in part, divisions, reexaminations, reissues, substitutes, renewals or extensions thereof. Assignor hereby irrevocably sells, assigns and transfers to Assignee and its successors, assigns and legal representatives, the entire right, title and interest, both legal and equitable, throughout the world, in the Patent Rights, including the rights to any and all improvements therefrom. This assignment includes the assignment of the rights to sue for and retain past, present, and future damages and seek other remedies for past, present or future patent infringement of the Patent Rights or other rights that Assignor may have been able to assert against other parties under the Patent Rights before or after the Effective Date.


Assignor agrees to promptly execute or instruct its employees to so execute and deliver to Assignee or its legal representative any and all papers, instruments or affidavits required to prepare, file, obtain, maintain, issue, defend and enforce the Patent Rights.

This Assignment shall be governed by and construed in accordance with the laws of the state of Nevada, without regard to its choice-of-law rules except that questions affecting the construction and effect of any patent shall be determined by the law of the country in which the patent was granted. However, any provision of this Assignment that is prohibited, invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, invalidity or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

This Assignment and Attachments A and B hereto set forth the entire agreement and understanding between the parties as to the Patent Rights and merges and supersedes all prior discussions, proposals, offers and agreements, if any, with respect to the subject matter of this Assignment.

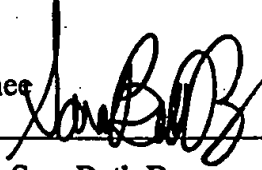
IN WITNESS WHEREOF, the parties hereto have executed and delivered this Assignment by their duly authorized officers and representatives, effective as of the Effective Date.

Assignor



Name: T.J. Matthews
Title: Authorized Signor
Date: April 14, 2003

Assignee

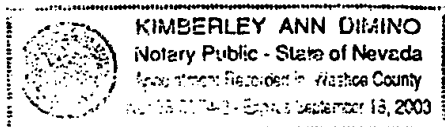


Name: Sara Beth Brown
Title: General Counsel and Secretary
Date: April 11, 2003

State of Nevada)
)
County of Washoe)

On this 14 day of April, 2003, before me personally appeared T.J. Matthews, known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged to me that he executed it and that he signed his name thereto by authority of the board of directors of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year of this certificate first above written.

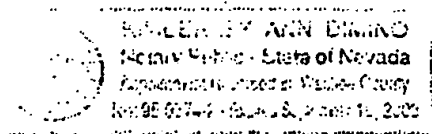


Kimberley Ann Dimino
Notary Public

State of Nevada)
)
County of Washoe)

On this 11 day of April, 2003, before me personally appeared Sara Beth Brown, known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged to me that he executed it and that he signed his name thereto by authority of the board of directors of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year of this certificate first above written.



Kimberley Ann Dimino
Notary Public

Exhibit A

US Patents

5,100,137	5,167,413	5,242,163
5,251,897	5,322,295	5,411,257
5,431,408	5,437,451	5,636,842
5,820,460	5,882,261	5,911,418
6,113,098	6,120,031	6,201,532
6,322,078	6,358,146	6,386,974
6,416,408	6,494,454	

US Applications

08/500,532	09/106,659	09/159,185
09/169,667	09/399,199	09/400,378
09/586,522	09/655,251	09/655,252
09/666,993	09/675,829	09/754,450
09/864,927	09/866,388	09/866,389
09/872,489	09/932,741	09/939,001
09/966,339	09/966,763	09/971,993
09/997,856	09/998,927	10/005,213
10/005,849	10/005,851	10/020,866
10/027,808	10/027,888	10/027,928
10/028,401	10/028,756	10/028,757
10/028,847	10/029,225	10/029,379
10/029,381	10/029,384	10/029,398
10/036,092	10/037,446	10/039,185
10/039,228	10/098,303	10/144,578
10/145,260	10/165,227	10/281,787
10/308,551	10/324,724	10/353,689
10/367,314		

Exhibit B

PCT Applications

PCT/US01/27462
PCT/US02/00335
PCT/US02/16557
PCT/US02/31661
PCT/US02/38204
PCT/US02/39283

PCT/US01/27507
PCT/US02/16125
PCT/US02/16751
PCT/US02/36065
PCT/US02/38452
PCT/US02/40535

PCT/US01/30138
PCT/US02/16514
PCT/US02/26358
PCT/US02/38185
PCT/US02/38696

Australian Patents

740,272

742,728

Australian Applications

48815/99
24217/01
2002301146
2002320645

25026/00
14780/02
2002313988
2002320464

45126/00
2002300641
2002318903

Canadian Applications

2,180,693
2,285,756
2,375,701
2,405,217

2,282,782
2,336,280
2,377,199

2,285,752
2,344,587
2,404,178

EPO Patents

753,331 (validated in Germany, Monaco, the Netherlands and Spain)

EPO Applications

99650087.2
00987948.7

99928802.0

00903251.7

Japanese Applications

269702/1999

2000-573822

British Applications

0106528.3
0229513.7

0227299.5

0229511.1

Mexican Applications

PA/a/2001/002900

Brazilian Applications

PI 9904356-4

German Applications

199 83 571.3

Polish Applications

P351957

Spanish Applications

P200150019

EXHIBIT 1

PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this "Assignment") is made and entered into as of October 22, 2003 ("Effective Date") by and between IGT, a Nevada corporation with a principal place of business at 9295 Prototype Drive, Reno, NV 89511 ("Assignor"), and Scientific Games Royalty Corporation, a Delaware corporation, with a principal place of business at 220 Continental Drive, Suite 407, Newark, DE 19713 ("Assignee").

WHEREAS, Powerhouse Technologies, Inc., a Delaware corporation and wholly owned subsidiary of IGT ("Powerhouse"), IGT Online Entertainment Systems, Inc. ("OES") and Scientific Games Corporation, an Affiliate of Licensee ("Purchaser"), are parties to that certain Stock Purchase Agreement, dated as of September 11, 2003 (the "Purchase Agreement"), pursuant to which, Powerhouse has agreed to sell to Purchaser, and Purchaser has agreed to purchase from Powerhouse, all of the stock of OES; and

WHEREAS, pursuant to the Purchase Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the patents and patent applications set forth on Schedule 1 attached hereto (collectively, the "Assigned Patents").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee its entire right, title and interest in and to the Assigned Patents, including, without limitation, any continuations, divisions, continuations-in-part, reissues, reexaminations, extensions or foreign equivalents thereof, and all other corresponding rights that are or may be secured under the laws of the United States and any foreign country, new or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Assigned Patents, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Assigned Patents.

* * * * *

CONFIDENTIAL

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

IGT



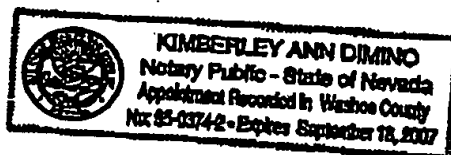
SCIENTIFIC GAMES ROYALTY CORPORATION

Name: SARA BETH BROWN
SR. VICE PRESIDENT/
 Title: GENERAL COUNSEL/SECRETARY

Name: _____
 Title: _____

STATE OF NEVADA)
) SS.
 COUNTY OF WASHOE

On this 22 day of OCTOBER, there appeared before me SARA BETH BROWN personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of IGT




Notary Public

STATE OF)
) SS.
 COUNTY OF

On this _____ day of _____, there appeared before me _____ personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of _____

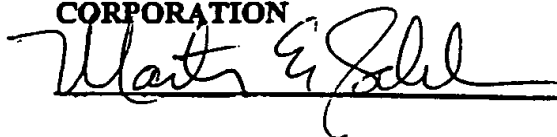
Notary Public

CONFIDENTIAL

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

IGT

SCIENTIFIC GAMES ROYALTY
CORPORATION



Name: _____

Name: _____

Title: _____

Title: _____

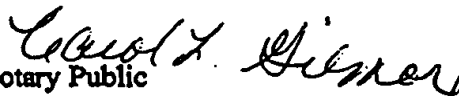
STATE OF)
) SS.
COUNTY OF)

On this day of , there appeared before me
personally known to me, who acknowledged that he signed the foregoing Assignment as his
voluntary act and deed on behalf and with full authority of

Notary Public

STATE OF *New York*)
) SS.
COUNTY OF *New York*)

On this *6th* day of *November* , there appeared before me *Martin E. Schloss* ,
personally known to me, who acknowledged that he signed the foregoing Assignment as his
voluntary act and deed on behalf and with full authority of


Notary Public

Schedule 1

Assigned Patents

C untry	Titl	Application Number	Filing Date
US	Lottery System with Method for Paying Multiple Progressive Jackpots		9/23/03
US	Lottery System with Method For Playing A Lottery Game Using Multiple Independent Lottery Results		9/23/03
US	A Method for Registering Scratch Tickets in a Progressive Jackpot Game		
US	A Method of Selling Additional Indicia in a Progressive Lotto Jackpot Game		
U.S.	System and Method For Playing a Lottery-Type Game	10/020,866	12/13/01
U.S.	System and Method For Playing a Lottery-Type Game	PCT/US02/39283	12/9/02
US	A Method for Playing a Lottery Game with Enhanced Prize Structure Derived from Multiple Plays		
US	Methods and Apparatus for Providing a Lottery Game	10/603,539	6/25/03
US	A Bingo Game that Uses Keno Draws		
US	Lottery Game Method	10/612,307	7/2/03
US	A Method of Converting a Lotto Matrix Game into a Lottery Monitor Attrition Game		
US	Lottery and Gaming Systems With Dynamic Lottery Tickets		10/8/03
U.S.	System and Method For Playing Multiplier Game	09/590,735	6/8/00
AU	System and Method For Playing Multiplier Game	2001265382	6/7/01
EP	System and Method For Playing Multiplier Game	1939916.1	6/7/01
JP	System and Method For Playing Multiplier Game	2002-501536	6/7/01
U.S.	Methods and Systems For Conducting Lottery-Type Games with Strategy Elements	10/029,398	12/19/01
PCT	Methods and Systems For Conducting Lottery-Type Games with Strategy Elements	PCT/US02/40535	12/18/02
AU	Method of Playing a Group Participation Gam	742728	12/28/00
CA	M thod of Playing a Gr up Participation Gam	2,336,280	3/20/01

EP	Method of Playing a Group Participation Gam	99928802	6/18/99
U.S.	M thod of Playing a Group Participation Game	6,416,408	6/23/99
AU	Method of Playing a Group Participation Game	25026/00	12/24/01
CA	Method of Playing a Group Participation Game	2,377,199	1/12/00
U.S.	Method of Playing a Group Participation Game	10/165,227	6/7/02
EP	Method of Playing a Group Participation Game	903251.7	1/12/00
U.S.	Method of Playing a Group Participation Game	09/106,659	6/29/98
U.S.	Methods and Systems For Metered Raffle-Style Gaming	09/866,389	5/25/01
U.S.	Methods and Systems For Metered Raffle-Style Gaming	PCT/US02/16751	5/24/02
U.S.	Lottery and Gaming Systems with Multi-Theme Instant Win Games		9/23/03
U.S.	Word-Based Lottery Game		9/15/03
U.S.	Word-Based Lottery Game		